

VENTURA
SUPERIOR COURT
FILED

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Attorneys for Plaintiffs Henning and Linda Ottsen

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA**

HENNING OTTSEN and LINDA OTTSEN,

Plaintiffs,

v.

CRIMSON PIPELINE, LLC, a limited liability
company, CRIMSON CALIFORNIA PIPELINE,
LP, a limited partnership, C.D. LYON
CONSTRUCTION, INC., a corporation, C.D.
LYON, INC., a corporation, and DOES 1 through
100,

Defendants.

Case No.: 56-2018-00521711-CU-TT-VTA

COMPLAINT FOR DAMAGES FOR:

1. Fraud and Deceit: Intentional Misrepresentation
2. Fraud and Deceit: Negligent Misrepresentation
3. Fraud and Deceit: False Promise
4. Trespass
5. Private Nuisance
6. Negligence

DEMAND FOR A JURY TRIAL

Plaintiffs allege:

GENERAL ALLEGATIONS

Introduction

1. This lawsuit concerns an oil spill into Prince Barranca in Ventura, California. Prince Barranca is a dry creek in a quiet residential neighborhood. Most of the Barranca is on private property. Prince Barranca was a beautiful, wild oasis within the city of Ventura. Before the oil spill, native trees

1 and plants were abundant and provided an overhanging canopy in the Barranca. Birds and wildlife,
2 including opossum, deer, coyotes, foxes, mountain lions, bobcats, and rabbits, lived in or visited the
3 Barranca. Homeowners and residents who lived near the Barranca enjoyed spending time hiking,
4 walking, playing, and exploring in the Barranca.

5 2. In the early morning hours of June 23, 2016, 45,000 gallons of unrefined crude oil spilled
6 from an oil pipeline into Prince Barranca behind the homes on Poli Street, Grove Street, and Grove Lane
7 in Ventura. Crude oil flowed 2,400 feet down the Barranca before a homeowner discovered the spill and
8 the pipeline was shut down. Fortunately, first responders created a dam in the Barranca and stopped the
9 oil just 500 feet before it would have entered an underground storm drain system that empties into the
10 Pacific Ocean at San Buenaventura State Beach south of the Ventura Pier.



25 Photo by Captain Mike Lindbery, Ventura County Fire Department

26 3. Crimson Pipeline, LLC, and Crimson California Pipeline, LP, own and operate the
27 pipeline. Crimson is a provider of crude oil transportation and storage services in California, Louisiana,
28 and the Gulf of Mexico. Crimson began operations in Southern California in 2005. It operates and

1 maintains 661 miles of pipeline in California. Crimson's Southern California Pipeline System includes a
2 ten-inch underground pipeline that transmits crude oil produced by Aera Energy, LLC, from the Ventura
3 Oil Field through Hall Canyon and across Prince Barranca to refineries in Los Angeles. This pipeline
4 was the source of the oil spill.

5 4. Crimson replaced two valves on the 75-year old pipeline hours before the June 23rd spill.
6 One of the replaced valves failed and was the cause of the oil spill. Crimson claims a construction
7 company it hired, C.D. Lyon Construction, Inc., replaced the two valves and improperly installed the
8 valve that failed. Crimson has never fully explained the cause of the spill to the homeowners despite
9 repeated promises and assurances it would.

10 5. The oil spill transformed the serene neighborhood and Barranca into a noisy, crowded,
11 worksite. People, vehicles, and equipment came-and-went at all hours. The streets became parking lots
12 for trucks, work vehicles, equipment, and porta-potties. Tanker trucks, dump trucks, pumper trucks,
13 bobcat excavators, bulldozers filled the streets and Barranca. Workers tramped into and out of the
14 Barranca damaging and destroying vegetation, widening existing trails, and creating new trails. Workers
15 working in the Barranca wore masks and respirators while Crimson assured homeowners the air was
16 safe to breathe. Birds and wildlife fled the area. Trees and vegetation died. Every day there was the
17 incessant noise and rumble of work – conversations, generators, back-up alarms, engines, pumps, and
18 heavy equipment. There was no serenity or privacy in the neighborhood for months. The people, trucks,
19 and equipment stayed in the neighborhood and Barranca through November 2016, when Crimson
20 considered the cleanup and restoration complete.

21 6. The toxic smell of oil hung in the air like a dense fog. Residents stayed inside their homes
22 with their doors shut and their windows closed. They didn't use their yards. They canceled events at
23 their homes with family and friends, but no one wanted to visit the neighborhood anyway because of the
24 smell, crowds, and noise. The smell of oil still lingers in the neighborhood; it is worse when it is foggy
25 or damp.

26 7. Oil seeped deep into the ground. Excavators dug out and removed one- to two-feet of the
27 creek bed but there is still oil in the ground and the Barranca still has visible evidence of the oil spill. To
28 this day, no one knows how deep the oil permeated into the ground or how far it spread laterally. By

1 Crimson's estimates, the oil penetrated three-to-six feet into the ground. There are approximately 6,000
2 – 10,000 gallons of oil remaining on the private property in Prince Barranca.

3 8. From the beginning, Crimson promised and assured homeowners and residents it would
4 restore Prince Barranca to its natural or pre-spill condition or better. This promise was repeated at
5 Crimson's meetings with homeowners in the weeks following the oil spill. It was repeated in writing in
6 handouts at Town Hall meetings and in progress reports. It was repeated by Larry Alexander, Crimson's
7 president, in person to the homeowners and in Crimson's October 27, 2016, press release announcing
8 the completion of the cleanup stage and the beginning of the restoration stage: "I want to assure the
9 greater Ventura community that we will be here working to restore the barranca until its condition is as
10 good as or better than before."

11 9. Crimson's restoration of Prince Barranca included backfilling the channel with sand and
12 gravel, placing cobbles and boulders "cleaned of residue," and planting vegetation. The restoration
13 widened the channel and changed the natural course of the waterway. The first rains of 2017 washed
14 away the new soil, eroded the creek bed and banks, and moved most of the replaced rocks downstream.

15 10. Anyone living near Prince Barranca who wants to sell or refinance their home must
16 disclose environmental hazards, including contaminated soil, on their property. Additionally, the
17 Environmental Screening Report for Ventura County lists the oil spill as an open condition. This report
18 is available to anyone considering the purchase of a home in the neighborhood or to any bank reviewing
19 a refinancing application.

20 11. The June 23, 2016, oil spill was Crimson's 11th spill since 2006. Six of Crimson's prior
21 oil spills were in Ventura County. Crimson's ten previous oil spills caused \$5.8 million in property
22 damage. Corrosion, equipment failure, and excavation work caused the previous spills.

23 24 **The Parties**

25
26 12. Plaintiffs Henning and Linda Ottsen own the home at 2893 Grove Lane. The Ottsens'
27 home sits on a one-and-a-half-acre lot that includes a portion of Prince Barranca. Henning and Linda
28 bought the home in 1983 and raised their two children there. The Ottsens bought their home because it

1 was serene, secluded, and beautiful. Linda is a professionally-trained, accomplished singer. She gives
2 voice lessons in her home studio. Henning and Linda host recitals, concerts and fundraisers at their
3 home.

4 13. Defendants Crimson Pipeline, LLC, Crimson California Pipeline, LP, and DOES 1
5 through 15 own and operate the pipeline. Defendant Crimson Pipeline, LLC, is a limited liability
6 company. Defendant Crimson California Pipeline, LP, is a limited partnership.

7 14. Defendants C.D. Lyon, Inc., C.D. Lyon Construction, Inc., and DOES 16 through 25 are
8 general contractors that Defendants Crimson Pipeline, LLC, Crimson California Pipeline, LP, and
9 DOES 1 through 15 allege improperly and negligently replaced a valve on the pipeline in the hours
10 before the oil spill. Defendants C.D. Lyon, Inc., and C.D. Lyon Construction, Inc., are corporations.

11 12 **FIRST COUNT**

13 For Fraud and Deceit: Intentional Misrepresentation

14 By Plaintiffs Henning and Linda Ottsen

15 Against Defendants Crimson Pipeline, LLC, Crimson California Pipeline, LP,
16 and DOES 1 through 5
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18 15. Plaintiffs incorporate paragraphs 1 through 14.

19 16. Defendants, through their officers, employees, and agents, including President Larry
20 Alexander and Regulatory Compliance Manager David Blakeslee, represented to Plaintiffs and their
21 neighbors that the Barranca would be restored to its natural or pre-spill condition or better and that
22 Defendants would simply buy Plaintiffs' home if they had to.

23 17. Defendants' representations were false. Defendants, their officers, employees, and agents,
24 including President Larry Alexander and Regulatory Compliance Manager David Blakeslee, knew the
25 representations were false when they made them and made the representations recklessly and without
26 regard for their truth. When they made the representations, Defendants, their officers, employees, and
27 agents, including President Larry Alexander and Regulatory Compliance Manager David Blakeslee,
28

1 knew that oil would remain on private property in the Barranca after their clean-up efforts and that the
2 Barranca would not be restored to its natural or pre-spill condition or better.

3 18. Defendants intended that Plaintiffs rely on their representations and Plaintiffs reasonably
4 relied on Defendants' representations.

5 19. As a result of Defendants' representations and Plaintiffs' reasonable reliance on those
6 representations, Plaintiffs did not make their own efforts to have oil removed from their property all to
7 their damage in an amount according to proof. Among other things, Plaintiffs believe the passage of
8 time has allowed the oil to penetrate deeper into the ground and to become more difficult and more
9 expensive to remove.

10 20. As a result of Defendants' representations and Plaintiffs' reasonable reliance on those
11 representations, Plaintiffs suffered a decrease in the value of their home and property all to their damage
12 in an amount according to proof.

13 21. As a result of Defendants' representations and Plaintiffs' reasonable reliance on those
14 representations, Plaintiffs will incur costs to remove oil from their property and repair and restore their
15 property all to their damage in an amount according to proof.

16 22. As a result of Defendants' representations and Plaintiffs' reasonable reliance on those
17 representations, Plaintiffs suffered a loss of use of their home and property all to their damage in an
18 amount according to proof.

19 23. As a result of Defendants' representations and Plaintiffs' reasonable reliance on those
20 representations, Plaintiffs' peaceful enjoyment of their home and property was disturbed and Plaintiffs
21 suffered and continue to suffer annoyance and discomfort, including emotional distress or mental
22 anguish, all to their damage in an amount according to proof.

23 24. The conduct of Defendants Crimson Pipeline, LLC, Crimson California Pipeline, LP, and
24 DOES 1 through 5 was fraudulent and Plaintiffs seek exemplary damages to punish Defendants Crimson
25 Pipeline, LLC, Crimson California Pipeline, LP, and DOES 1 through 5.

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By Plaintiffs Henning and Linda Ottsen

25. Plaintiffs incorporate paragraphs 1 through 14.
26. Defendants, through their officers, employees, and agents, including President Larry Alexander and Regulatory Compliance Manager David Blakeslee, represented to Plaintiffs and their neighbors that the Barranca would be restored to its natural or pre-spill condition or better and that Defendants would simply buy Plaintiffs' home if they had to.

28. Defendants intended that Plaintiffs rely on their representations and Plaintiffs reasonably relied on Defendants' representations.

30. As a result of Defendants' representations and Plaintiffs' reasonable reliance on those representations, Plaintiffs suffered a decrease in the value of their home and property all to their damage in an amount according to proof.

31. As a result of Defendants' representations and Plaintiffs' reasonable reliance on those representations, Plaintiffs will incur costs to remove oil from their property and repair and restore their property all to their damage in an amount according to proof.

32. As a result of Defendants' representations and Plaintiffs' reasonable reliance on those representations, Plaintiffs suffered a loss of use of their home and property all to their damage in an amount according to proof.

33. As a result of Defendants' representations and Plaintiffs' reasonable reliance on those representations, Plaintiffs' peaceful enjoyment of their home and property was disturbed and Plaintiffs suffered and continue to suffer annoyance and discomfort, including emotional distress or mental anguish, all to their damage in an amount according to proof.

34. The conduct of Defendants Crimson Pipeline, LLC, Crimson California Pipeline, LP, and DOES 1 through 5 was fraudulent and Plaintiffs seek exemplary damages to punish Defendants Crimson Pipeline, LLC, Crimson California Pipeline, LP, and DOES 1 through 5.

THIRD COUNT

For Fraud and Deceit: False Promise

By Plaintiffs Henning and Linda Ottsen

Against Defendants Crimson Pipeline, LLC, Crimson California Pipeline, LP,
and DOES 1 through 5

35. Plaintiffs incorporate paragraphs 1 through 14.

36. Defendants, through their officers, employees, and agents, including President Larry Alexander and Regulatory Compliance Manager David Blakeslee, promised to Plaintiffs and their neighbors that the Barranca would be restored to its natural or pre-spill condition or better and that Defendants would simply buy Plaintiffs' home if they had to.

37. Defendants, their officers, employees, and agents, including President Larry Alexander and Regulatory Compliance Manager David Blakeslee, did not intend to perform these promises when they made them. When they made the promises, Defendants, their officers, employees, and agents,

1 including President Larry Alexander and Regulatory Compliance Manager David Blakeslee, knew that
2 oil would remain on private property in the Barranca after their clean-up efforts and that the Barranca
3 would not be restored to its natural or pre-spill condition or better.

4 38. Defendants intended that Plaintiffs rely on their promises and Plaintiffs reasonably relied
5 on Defendants' promises.

6 39. As a result of Defendants' promises and Plaintiffs' reasonable reliance on those promises,
7 Plaintiffs did not make their own efforts to have oil removed from their property all to their damage in
8 an amount according to proof. Among other things, Plaintiffs believe the passage of time has allowed
9 the oil to penetrate deeper into the ground and to become more difficult and more expensive to remove.

10 40. As a result of Defendants' promises and Plaintiffs' reasonable reliance on those promises,
11 Plaintiffs suffered a decrease in the value of their home and property all to their damage in an amount
12 according to proof.

13 41. As a result of Defendants' promises and Plaintiffs' reasonable reliance on those promises,
14 Plaintiffs will incur costs to remove oil from their property and repair and restore their property all to
15 their damage in an amount according to proof.

16 42. As a result of Defendants' promises and Plaintiffs' reasonable reliance on those promises,
17 Plaintiffs suffered a loss of use of their home and property all to their damage in an amount according to
18 proof.

19 43. As a result of Defendants' promises and Plaintiffs' reasonable reliance on those promises,
20 Plaintiffs' peaceful enjoyment of their home and property was disturbed and Plaintiffs suffered and
21 continue to suffer annoyance and discomfort, including emotional distress or mental anguish, all to their
22 damage in an amount according to proof.

23 44. The conduct of Defendants Crimson Pipeline, LLC, Crimson California Pipeline, LP, and
24 DOES 1 through 5 was fraudulent and Plaintiffs seek exemplary damages to punish Defendants Crimson
25 Pipeline, LLC, Crimson California Pipeline, LP, and DOES 1 through 5.

1 **FOURTH COUNT**

2 For Trespass

3 By Plaintiffs Henning and Linda Ottsen

4 Against All Defendants

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6 45. Plaintiffs incorporate paragraphs 1 through 14.

7 46. Plaintiffs Henning and Linda Ottsen own the home and property at 2893 Grove Lane
8 which is their primary residence.

9 47. Defendants intentionally, recklessly, or negligently spilled crude oil onto Plaintiffs'
10 property without Plaintiffs' consent. Plaintiffs believe oil still remains on their property.

11 48. As a result of Defendants' conduct, Plaintiffs suffered a decrease in the value of their
12 home and property all to their damage in an amount according to proof.

13 49. As a result of Defendants' conduct, Plaintiffs will incur costs to remove oil from their
14 property and repair and restore their property all to their damage in an amount according to proof.

15 50. As a result of Defendants' conduct, Plaintiffs suffered a loss of use of their home and
16 property all to their damage in an amount according to proof.

17 51. As a result of Defendants' conduct and interference with Plaintiffs' peaceful enjoyment
18 of their home, Plaintiffs suffered and continue to suffer annoyance and discomfort, including emotional
19 distress or mental anguish, all to their damage in an amount according to proof.

20 52. As a result of Defendants' conduct Plaintiffs suffered damage to and loss of personal
21 property all to their damage in an amount according to proof.

22 53. As a result of Defendants' conduct Plaintiffs suffered and continue to suffer physical
23 pain, mental suffering, loss of enjoyment of life, physical impairment, inconvenience, anxiety, and
24 emotional distress all to their damage in an amount according to proof.

25 54. As a result of Defendants' conduct Plaintiffs received medical care and incurred medical
26 expenses all to their damage in an amount according to proof.

27 55. 'As a result of Defendants' conduct Plaintiff Linda Ottsen lost income and is reasonably
28 certain to lose income in the future all to her damage in an amount according to proof.

1 56. An actual controversy exists between Plaintiffs and Defendants as to their legal rights and
2 duties. Among other things, Plaintiffs and Defendants disagree about: Defendants' responsibility for
3 determining the amount of oil remaining on Plaintiffs' property; Defendants' responsibility for
4 determining the location of oil remaining on Plaintiff's property; and Defendants' responsibility for
5 removing all oil remaining on Plaintiffs' property. Plaintiffs seek declaratory relief regarding Plaintiffs'
6 and Defendants' legal rights and duties.

7 57. Plaintiffs are informed and believe that Defendants Crimson Pipeline, LLC, Crimson
8 California Pipeline, LP, and DOES 1 through 5 did not allow sufficient time to replace the valve and did
9 not sufficiently test the valve or pipeline after the valve was replaced. Defendants were aware that the
10 probable consequence of their conduct was a failure of the pipeline resulting in an oil spill and
11 Defendants willfully and deliberately failed to avoid those probable consequences in conscious and
12 reckless disregard of the rights and safety of others. The conduct of Defendants Crimson Pipeline, LLC,
13 Crimson California Pipeline, LP, and DOES 1 through 5 was malicious, oppressive, or fraudulent and
14 Plaintiffs seek exemplary damages to punish Defendants Crimson Pipeline, LLC, Crimson California
15 Pipeline, LP, and DOES 1 through 5.

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17 **FIFTH COUNT**

18 For Private Nuisance

19 By Plaintiffs Henning and Linda Ottsen

20 Against All Defendants
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22 58. Plaintiffs incorporate paragraphs 1 through 14.

23 59. Plaintiffs Henning and Linda Ottsen own the home and property at 2893 Grove Lane
24 which is their primary residence.

25 60. Defendants intentionally, recklessly, or negligently spilled crude oil in Plaintiffs'
26 neighborhood and on Plaintiffs' property and created a condition with no public benefit and without
27 Plaintiffs' consent that was and continues to be:

- 28 • Harmful to health;

- Indecent or offensive to the senses; and
- An obstruction to the free use of property so as to interfere with the comfortable enjoyment of life or property.

61. The condition created by Defendants interfered and continues to interfere with Plaintiffs' use and enjoyment of their property. An ordinary person would be reasonably annoyed or disturbed by Defendants' conduct and the condition Defendants created.

62. As a result of Defendants' conduct and interference with Plaintiffs' peaceful enjoyment of their home, Plaintiffs suffered and continue to suffer annoyance and discomfort, including emotional distress or mental anguish, all to their damage in an amount according to proof.

63. As a result of Defendants' conduct Plaintiffs suffered damage to and loss of personal property all to their damage in an amount according to proof.

64. As a result of Defendants' conduct Plaintiffs suffered and continue to suffer physical pain, mental suffering, loss of enjoyment of life, physical impairment, inconvenience, anxiety, and emotional distress all to their damage in an amount according to proof.

65. As a result of Defendants' conduct Plaintiffs received medical care and incurred medical expenses all to their damage in an amount according to proof.

66. As a result of Defendants' conduct Plaintiff Linda Ottsen lost income and is reasonably certain to lose income in the future all to her damage in an amount according to proof.

67. Plaintiffs are informed and believe that Defendants Crimson Pipeline, LLC, Crimson California Pipeline, LP, and DOES 1 through 5 did not allow sufficient time to replace the valve and did not sufficiently test the valve or pipeline after the valve was replaced. Defendants were aware that the probable consequence of their conduct was a failure of the pipeline resulting in an oil spill and Defendants willfully and deliberately failed to avoid those probable consequences in conscious and reckless disregard of the rights and safety of others. The conduct of Defendants Crimson Pipeline, LLC, Crimson California Pipeline, LP, and DOES 1 through 5 was malicious, oppressive, or fraudulent and Plaintiffs seek exemplary damages to punish Defendants Crimson Pipeline, LLC, Crimson California Pipeline, LP, and DOES 1 through 5.

1 **SIXTH COUNT**

2 For Negligence

3 By Plaintiffs Henning and Linda Ottsen

4 Against All Defendants

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6 68. Plaintiffs incorporate paragraphs 1 through 14 and 46 through 56.

7 69. Defendants were negligent in the maintenance, repair, and operation of the pipeline
8 causing a crude oil spill on June 23, 2016.

9 70. In June 2018, Plaintiffs entered into tolling agreements with Defendants. The tolling
10 agreement states that any applicable statute of limitations would be tolled until January 1, 2019.

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12 **PRAYER**

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14 Plaintiffs seeks judgment against Defendants as follows:


- 15 1. For general damages in an amount in excess of the minimum jurisdiction of this court;
16 2. For special damages in an amount in excess of the minimum jurisdiction of this court and
17 according to proof;
18 3. For exemplary damages against Defendants Crimson Pipeline, LLC, Crimson California
19 Pipeline, LP, and DOES 1 through 5;
20 4. For declaratory relief;
21 5. For prejudgment interest;
22 6. For costs of suit incurred herein; and
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1 7. For such other and further relief as the court may deem just and proper.
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4 HIEPLER & HIEPLER
5 A Professional Corporation

6 Dated: December 14, 2018

7 By: _____
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10 MARK O. HIEPLER
11 MARC D. ANDERSON
12 Attorneys for Plaintiffs
13 Henning and Linda Ottsen
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1 **DEMAND FOR A JURY TRIAL**

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3 Plaintiffs demand a jury trial.

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6 A Professional Corporation

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8 Dated: December 14, 2018

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By: 

MARK O. HIEPLER
MARC D. ANDERSON
Attorneys for Plaintiffs
Henning and Linda Ottsen

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